

**STATE OF MISSOURI  
MISSOURI BOARD OF PHARMACY**

IN RE:	)	
	)	
KEITH WALLACE, R.PH.	)	
License No. 2001019315	)	Complaint No. 2020-002088
155 Memorial Drive, Apt. A-16	)	
Sturgis, MI 49091	)	

**SETTLEMENT AGREEMENT BETWEEN THE  
MISSOURI BOARD OF PHARMACY AND KEITH WALLACE**

Come now Keith Wallace, R. Ph. ("Respondent" or "Licensee") and the Missouri Board of Pharmacy ("Board" or "Petitioner") and enter into this Settlement Agreement for the purpose of resolving the question of whether Respondent's license to practice pharmacy will be subject to discipline.

Pursuant to the terms of Section 536.060, RSMo, the parties hereto waive the right to a hearing by the Administrative Hearing Commission of the State of Missouri and, additionally, the right to a disciplinary hearing before the Board under Section 621.110, RSMo, and stipulate and agree that a final disposition of this matter may be effectuated as described below.

Respondent acknowledges that he understands the various rights and privileges afforded him by law, including the right to a hearing of the charges against him; the right to appear and be represented by counsel; the right to have all charges against him proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against him; the right to a decision upon the record by a fair and impartial administrative hearing commissioner concerning the charges pending against him and, subsequently, the right to a disciplinary hearing before the Board at which time he may present evidence in mitigation of discipline; and the right to recover attorney's fees incurred in defending this action against his license. Being aware of these rights provided him by operation of law, Respondent knowingly and

voluntarily waives each and every one of these rights and freely enters into this Settlement Agreement and agrees to abide by the terms of this document as they pertain to him.

Respondent acknowledges that he has received a copy of the draft Complaint to be filed with the Administrative Hearing Commission, the investigative report, and other documents relied upon by the Board in determining there was cause for discipline against Respondent's license.

For the purpose of settling this dispute, Respondent stipulates that the factual allegations contained in this Settlement Agreement are true and stipulates with the Board that Respondent's license to practice pharmacy, numbered 2001019315, is subject to disciplinary action by the Board in accordance with the provisions of Chapter 621 and Chapter 338, RSMo.

### **JOINT STIPULATION OF FACTS**

1. The Board is an agency of the State of Missouri created and established pursuant to Section 338.140, RSMo<sup>1</sup>, for the purpose of executing and enforcing the provisions of Chapter 338, RSMo.

2. Respondent Keith Wallace is licensed as a pharmacist under the laws of the State of Missouri, License No. 2001019315. Respondent's license was at all times relevant herein current and active.

3. Respondent worked at Tara Pharmacy SE, LLC dba Tara Pharmacy-Midwest located at 11643 Lilburn Pk, St. Louis, MO 63146 from May 27, 2010 to June 19, 2020.

4. Respondent was Pharmacist in Charge ("PIC") at Tara Pharmacy-Midwest from June 30, 2010 to April 16, 2014.

5. Tara Pharmacy SE, LLC is a Mississippi limited liability company with three locations, including the location in St. Louis, Missouri.

---

<sup>1</sup> All statutory references are to the Revised Statutes of Missouri 2016 as amended unless otherwise indicated.

6. Tara Pharmacy SE, LLC is a “closed” pharmacy serving long-term care facilities, including three skilled nursing facilities in Missouri and four in Illinois.

7. On or about June 29, 2020, the Board was notified by the Bureau of Narcotics and Dangerous Drugs of a complaint it had received from Respondent regarding Tara Pharmacy-Midwest’s reusing of medication from returned multi-dose medication packages from the skilled nursing facilities it served, along with other allegations.

8. Around December 2011, Tara Pharmacy-Midwest obtained a Parata automated packaging and dispensing machine which created patient-specific medication packages containing two or more prescribed medications (“med paks”).

9. Tara Pharmacy-Midwest dispensed med paks to the facilities it served.

10. If the facilities did not use the med paks, they were returned to Tara Pharmacy-Midwest.

11. Upon receipt of the returned, unused med paks, the pharmacy technicians cut open the med paks and separated the medication. A pharmacist reversed the charges previously made to patients.

12. The medication from the returned med paks was put back into stock bottles or directly into the Parata machine.

13. The empty med paks were put into a binder with the name of the facility at which the patient resided and the date on which the medication was returned to stock.

14. Board Inspector Steve Smith previously informed Tara Pharmacy-Midwest that its practice of returning unused medication from med paks did not comply with Missouri law during a routine inspection he conducted on February 14, 2013. Inspector Smith’s inspection report was signed by then staff pharmacist Jennifer Lammert.

15. Respondent admitted he was not able to properly follow up and ensure procedures and protocols were put in place and followed to remedy this violation.

16. Tara Pharmacy-Midwest continued this practice of returning to stock and reusing the medication from the med paks through July 13, 2020.

17. Returning to stock and dispensing drugs commingled with other drugs in med paks violates Missouri law, to wit:

(2) A patient med pak is a package prepared by a pharmacist for a specific patient comprising one (1) or more containers and containing two (2) or more prescribed solid oral dosage forms. The patient med pak is so designed or each container is so labeled as to indicate the day and time, or period of time, that the contents within each container are to be taken.

(J) Except as otherwise allowed in subsection (H) of this section, once a drug has been commingled with other drugs in a med pak the drug may not be returned to stock, dispensed, or distributed except for destruction purposes. 20 CSR § 2220-2.145(2)(J).

18. Tara Pharmacy-Midwest violated 20 CSR § 2220-2.145(2)(J) by accepting unused med paks with multiple drugs and returning the drugs in the paks to stock and/or dispensing them.

19. By returning to stock and/or dispensing unused drugs that had been commingled with other drugs in multi-med paks, Tara Pharmacy-Midwest caused drugs to be prepared, packed and/or held under insanitary conditions.

#### **PIC Violations**

20. All of the above-referenced violations committed by Tara Pharmacy-Midwest and its staff may be imputed to Respondent, who was ultimately charged with the responsibility to ensure that Tara Pharmacy-Midwest was operated in full compliance with all state and federal laws and regulations concerning the practice of pharmacy. §338.210.5, RSMo.

21. As PIC, Respondent's failure to assure full compliance with state and federal pharmacy laws and regulations is in violation of 20 CSR § 2220-2.090(2) (N), (P), (W), (Y) and (EE) which state in pertinent parts:

2. The responsibilities of a pharmacist-in-charge, at a minimum, will include:

(N) The pharmacist-in-charge will be responsible for the supervision of all pharmacy personnel, to assure full compliance with the pharmacy laws of Missouri;

\* \* \*

(P) Policies and procedures are in force to insure safety for the public concerning any action by pharmacy staff members or within the pharmacy physical plant;

\* \* \*

(W) Assure full compliance with all state and federal drug laws and rules;

\* \* \*

(Y) Assure that all state and federal laws concerning drug distribution and control are complied with and that no violations occur that would cause a drug or device or any component thereof to become adulterated or misbranded;

\* \* \*

(EE) Maintain compliance of automated dispensing and storage systems with applicable board rules and regulations.

22. As PIC of the Pharmacy, Respondent's conduct, herein described, is in violation of 20 CSR § 2220-2.090.

### **JOINT CONCLUSIONS OF LAW**

23. Respondent's conduct is cause for disciplinary action against his pharmacist license under § 338.055.2(5), (6), (13) and (15), RSMo, which provides:

2. The board may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621, RSMo, against any holder of any certificate of registration or authority, permit or license required by

this chapter or any person who has failed to renew or has surrendered his or her certificate of registration or authority, permit or license for any one or any combination of the following causes:

\* \* \*

(5) Incompetency, misconduct, gross negligence, fraud, misrepresentation or dishonesty in the performance of the functions or duties of any profession licensed or regulated by this chapter;

\* \* \*

(6) Violation of, or assisting or enabling any person to violate, any provision of this chapter, or of any lawful rule or regulation adopted pursuant to this chapter;

\* \* \*

(13) Violation of any professional trust or confidence;

\* \* \*

(15) Violation of the drug laws or rules and regulations.

### **JOINT AGREED DISCIPLINARY ORDER**

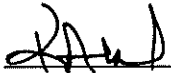
Based upon the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the Board in this matter under the authority of Section 621.045.3, RSMo:

A. Respondent's license, License No. 2001019315, is hereby **PUBLICLY CENSURED.**

B. The terms of this Settlement Agreement are contractual, legally enforceable, binding, and not merely recitals. Except as otherwise contained herein, neither this Settlement Agreement nor any of its provisions may be changed, waived, discharged, or terminated, except by an instrument in writing signed by the party against whom the enforcement of the change, waiver, discharge, or termination is sought.

C. Respondent, together with his heirs and assigns, and his attorneys, does hereby waive and release the Board, its members and any of its employees, agents, or attorneys, including any former board members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees, costs and expenses, and compensation, including, but not limited to any claims for attorney's fees and expenses, including any claims pursuant to Section 536.087, RSMo, or any claim arising under 42 U.S.C. Section 1983, which may be based upon, arise out of, or relate to any of the matters raised in this litigation, or from the negotiation or execution of this Settlement Agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this Settlement Agreement in that it survives in perpetuity even in the event that any court of law deems this Settlement Agreement or any portion thereof void or unenforceable.

**RESPONDENT, AS EVIDENCED BY THE INITIALS ON THE APPROPRIATE LINE,**

\_\_\_\_\_**REQUESTS**  
\_\_\_\_\_**DOES NOT REQUEST**

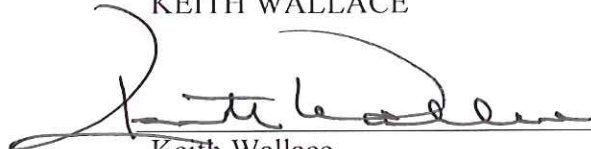
**THE ADMINISTRATIVE HEARING COMMISSION TO DETERMINE IF THE FACTS SET FORTH HEREIN ARE GROUNDS FOR DISCIPLINING RESPONDENT'S LICENSE TO PRACTICE PHARMACY.**

The parties to this Agreement understand that the Board of Pharmacy will maintain this Agreement as an open record of the Board as provided in Chapters 324, 338, 610, RSMo.

If Respondent has requested review, Respondent and Board jointly request that the Administrative Hearing Commission determine whether the facts set forth herein are grounds for disciplining Respondent's license and issue findings of fact and conclusions of law stating that the

facts agreed to by the parties are grounds for disciplining Respondent's license. Effective fifteen (15) days from the date the Administrative Hearing Commission determines that the Settlement Agreement sets forth cause for disciplining Respondent's license, the agreed upon discipline set forth herein shall go into effect.

If Respondent has not requested review by the Administrative Hearing Commission, the Settlement Agreement goes into effect fifteen (15) days after the document is signed by the Board's Executive Director.

RESPONDENT  
KEITH WALLACE  
  
Keith Wallace

Date: 6/2/2021

PETITIONER  
MISSOURI BOARD OF PHARMACY  
  
By: \_\_\_\_\_  
Kimberly Grinston  
Executive Director

Date: 6-10-2021

NEWMAN, COMLEY & RUTH P.C.

By:   
Alicia Embley Turner #48675  
601 Monroe Street, Suite 301  
P.O. Box 537  
Jefferson City, MO 65102-0537  
Telephone: (573) 634-2266  
Fax: (573) 636-3306  
turnera@ncrpc.com

Attorneys for Missouri Board of  
Pharmacy